

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF X
2. AMENDMENT/MODIFICATION NO. P00129		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: 02-N Debra L. Streufert 2231 Crystal Drive, Suite 400 Arlington, VA 22212-3721 PHONE: 703.685.5508		CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE SLA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 ATTN: NMCI CONTRACTS			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000
				10B. DATED (SEE ITEM 11) 06 October 2000
CODE 1U305		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.212-4 (CHANGES)
	D. OTHER (Specify type of modification and authority)

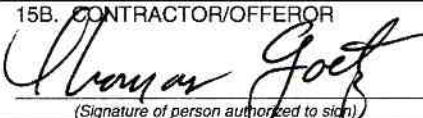

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) THOMAS GOETZ, CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA L. STREUFERT, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 30 SEP 04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 30 Sep 04

The purpose of this modification is to revise the service levels, revise certain contract terms, including those related to Customer Satisfaction, Incentives, and Credit Terms and to make administrative corrections. Accordingly, the Contract is hereby modified as follows:

- A. Section 6.13 – Customer Satisfaction is deleted in its entirety and replaced with the following:

“6.13 CUSTOMER SATISFACTION

Commencing with Program Year 05, customer satisfaction shall be measured for three separate groups: end users, Navy Echelon II/Marine Corps Major Command Commanders, and Network Operations Leaders. The Contractor shall measure customer satisfaction of end users through the use of Contractor’s commercial practices and objective evidence based on a statistical approach mutually agreed upon by the Contractor and the Government (e.g., selected customer surveys, comment forums). The metric should measure the end users’ determination of the accuracy, completeness, consistency, effectiveness, timeliness, and overall quality of the services actually provided by the Contractor. The measurement will be the percentage of respondents who choose a score above the average (in accordance with the approved approach) for customer satisfaction (‘satisfied’ or greater on an adjective scale, or above the mid point on a numeric scale). Measurements will be taken separately for each Navy Claimant and USMC Major Command.

Customer satisfaction of Navy Echelon II/Marine Corps Major Command Commanders and Network Operations Leaders shall be measured through the use of a survey methodology mutually agreed upon by the Contractor and the Government. The survey for measuring the satisfaction of the Navy Echelon II/Marine Corps Major Command Commanders will be based on the services actually provided by the Contractor for mission and business objectives. The survey for measuring the satisfaction of the Network Operations Leaders will be based on the services actually provided by the Contractor for network operations.”

- B. Section 6.14 – INCENTIVES is deleted in its entirety and replaced with the following:

“6.14 INCENTIVES

This Contract includes several incentive provisions, as detailed in the following paragraphs. The Information Assurance and Small Business Participation incentives will be determined by an Incentive Review Board (“IRB”) established in accordance with Section 6.14.5. Given that this contract shall be funded only with annual appropriations, the evaluation periods for all incentives shall not cross fiscal years. The eligibility and awarding of any incentive shall be determined solely on the basis of whether Contractor achieves the criteria for the applicable incentive. The Contractor shall submit its request for incentives under Sections 6.14.2, 6.14.4 and 6.14.6 within thirty (30) days after the end of the reporting period (quarter; semi-annual) for which the submission relates and for incentives under Section 6.14.3 within forty (40) days after the end of the reporting period for which the submission relates. The Government shall review and determine requests for incentives under Sections 6.14.2, 6.14.4 and 6.14.6 within thirty (30) days of submission by Contractor and for incentives under Section 6.14.3 within forty (40) days of submission by Contractor. All awarded incentives will be provided through unilateral contract modifications made by the Government within ten (10) days of its determination.”

C. Sections 6.14.2 through 6.14.3 are deleted in their entirety and replaced with the following:

“6.14.2 CUSTOMER SATISFACTION

The Government will pay the Contractor incentives for achieving certain levels of customer satisfaction. The incentives for achieving customer satisfaction will be determined using the statistical approach or survey methodology described in section 6.13 and the measurement approach in Section 6.14.2.1 or 6.14.2.2.

6.14.2.1 END USERS

The amount, if any, of the customer satisfaction incentive as it relates to end users will be determined for each quarter of a Program Year (i.e., October through December, January through March, April through June and July through September).

A) If customer satisfaction is rated either above the average or above the mid point, as applicable, by more than 85% of the responding end users in a Navy Claimant or USMC Major Command, then the Government will pay the Contractor \$25 for each data seat in that Navy Claimant or USMC Major Command which has attained full performance under section 5.9.2.3.2.2;

B) If customer satisfaction is rated either above the average or above the mid point, as applicable, by more than 90% of the responding end users in a Navy Claimant or USMC Major Command, then the Government will pay the Contractor \$50 for each data seat in that Navy Claimant or USMC Major Command which has attained full performance under section 5.9.2.3.2.2; and

C) If customer satisfaction is rated either above the average or above the mid point, as applicable, by more than 95% of the responding end users in a Navy Claimant or USMC Major Command, then the Government will pay the Contractor \$100 for each data seat in that Navy Claimant or USMC Major Command which has attained full performance under section 5.9.2.3.2.2. The incentive described in this paragraph C) and the corresponding incentive amount shall be replaced with the incentive described in section 6.14.2.2 upon the implementation of such replacement incentive.

6.14.2.2 COMMANDERS AND NETWORK OPERATIONS LEADERS

Upon agreement by the Government and the Contractor to the survey methodology identified in section 6.13, the Government will administer the survey and determine the allocation of the incentives, as described below. The allocations of the incentives earned, if any, will be determined semi-annually, as described below.

A) Prior to the beginning of each 6 month period (i.e., October through March and April through September), the Government will determine the percentage of the total available incentive that will be allocated for achieving customer satisfaction objectives for the Navy Echelon II/Marine Corps Major Command Commanders. The balance of this incentive will be allocated for achieving customer satisfaction objectives for the Network Operations Leaders.

B) The total amount of the incentive available under this section 6.14.2.2 for any 6 month period will equal \$100 for each data seat which has attained full performance under section 5.9.2.3.2.2.

C) If Contractor meets the customer satisfaction objectives for the Navy Echelon II/Marine Corps Major Command Commanders, then the Government will pay the Contractor the percentage (as allocated under paragraph A) of the total incentive available (determined under paragraph B).

D) If Contractor meets the customer satisfaction objectives for the Network Operations Leaders, then the Government will pay the Contractor the percentage (as allocated under paragraph A) of the total incentive available (determined under paragraph B).

6.14.3 INFORMATION ASSURANCE

Actions necessary to assure security of information will change as new attack methods are developed or network weaknesses discovered. In order to focus continued high level attention on information assurance, the Government will perform unannounced information warfare on the NMCI network and reward performance against such attacks. The maximum for this incentive is \$10M per Program Year. The specific amount will be determined through an Incentive Review Board, as described below. At the end of each six-month evaluation period, the Contractor shall submit data that supports its proposed incentive amount (not to exceed \$5M) for that period."

D. Sections 6.14.5 – Incentive Review Board is deleted in its entirety and replaced with the following:

"6.14.5 INCENTIVE REVIEW BOARD

With the exception of the Incentive Review Board Chairman, members of the Incentive Review Board shall be appointed by the Director, NMCI. The responsibilities of incentive officials for information assurance and small business requirements are as follows:

- a. Incentive Determining Official. The IDO reviews the recommendation(s) of the IRB, considers all pertinent data, and unilaterally determines the earned incentive for each evaluation period. The Director, NMCI is the IDO.
- b. Incentive Review Board Chairman. The IRB Chairman chairs the meetings of the IRB and appoints the performance monitors. The IRB Chairman briefs the IDO on recommended incentive and the Contractor's overall performance. The PCO is the IRB Chairman.
- c. Incentive Review Board. IRB members monitor evaluation of the Contractor's performance, consider all information from pertinent sources, and recommend earned incentive.
- d. IRB Recorder. The IRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the IRB and the IDO including documenting all IRB meetings.
- e. Performance Monitors. The PCO will appoint a Contracting Officer Representative (COR) to monitor the areas of evaluation.

All IDO decisions regarding the incentive, including but not limited to: the amount of the incentive, the methodology used to calculate the incentive, the calculation of the incentive, the Contractor's entitlement to the incentive; and the nature and success of the Contractor's performance, are unilateral decisions made solely at the discretion of the Government.

The incentive will be provided to the Contractor through unilateral contract modifications as determined by the IDO."

- E. Section 6.15 – CREDIT TERMS (other than Section 6.15.3) is deleted in its entirety and replaced with the following:

"6.15 CREDIT TERMS

The Government may receive credits for services under this contract that do not meet the SLAPCs in Attachments 2A and 2B. Failure to meet the Small and Small Disadvantaged Subcontracting Participation Plan will result in the assessment of credits on a semi-annual basis. A credit that accrues in any particular fiscal year shall be applied to amounts due for services performed in that fiscal year and cannot carry over into the next fiscal year.

6.15.1 CREDIT FOR SERVICE DOWNTIME

After a data seat at a Site reaches full performance under section 5.9.2.3.2.2 and, thereafter, fails to meet its applicable SLAPCs as further described in this section, this may result in the Contractor paying the Government a credit as described in this section. The purpose of such credit is to encourage the Contractor to meet the SLAPCs and to correct any failures in a timely manner.

6.15.1.1 DEFINED TERMS

The following is a list of terms used throughout this section to define how credits are assessed:

1. **Actual Performance Measure or "APM"** – shall mean the actual service level attained for an SLAPC.
2. **At Risk Percentage** – is 5.5% for Program Year 05 and 5.0% thereafter.
3. **Quarterly Seat Charges** – shall mean, for any quarter within a Program Year, the total amount of the price per seat for a type seat (i.e., data, voice and video) grouped by CLINs with identical SLAPCs actually paid by Government for that quarter for such type of seat for which full performance has been achieved under Section 5.9.2.3.2 or Section 5.9.2.3.3.2, based upon the following rules:
 - a. For data seats with Level of Service 1, the Quarterly Seat Charges will be based only on the price per seat in CLINS 0001 to 0004
 - b. For data seats with Level of Service 2, the Quarterly Seat Charges will be based on the price per seat for all CLINS 0001AA, 0002AA/AB, 0003AA, and 0004AA (and 0101AA, 0102AA/AB, 0103AA, and 0104AA, if option is

exercised) and for all CLIN 0007 (and 0107 if option is exercised) upgrades ordered;

- c. For data seats with Level of Service 3, the Quarterly Seat Charges will be based on the price per seat for all CLINS 0001AA, 0002AA/AB, 0003AA, 0004AA and 0004AC (and 0101AA, 0102AA/AB, 0103AA, 0104AA, and 0104AC, if option is exercised) and for all CLIN 0008 (and 0108 if option is exercised) upgrades ordered;
- d. For data seats for which a CLIN 0009 (and 0109 if option is exercised) is ordered, the Quarterly Seat Charges will be based only on the price per seat only for all CLIN 0009 (and 0109 if option is exercised) upgrades ordered;
- e. For voice seats (without the CLIN 0010AC), the Quarterly Seat Charges will be based only on the price per seat in CLIN 0010AA (and 0110AA if option is exercised);
- f. For voice seats with the CLIN 0010AB (and 0110AB if option is exercised) upgrade ordered, the Quarterly Seat Charges will be based only on the price per seat in CLIN 0010AB (and, 0110AB if option is exercised);
- g. For voice seats with the CLIN 0010AC (and 0110AC if option is exercised) upgrade ordered, the Quarterly Seat Charges will be based both on the price per seat in CLIN 0010AA (and 0110AA if option is exercised) and CLIN 0010AC (and 0110AC if option is exercised);
- h. For video seats without any upgrades, the Quarterly Seat Charges will be based only on the price per seat in CLIN 0015AA (and 0115AA if option is exercised);
- i. For video seats with the CLIN 0015AB (and 0115AB if option is exercised) upgrade ordered, the Quarterly Seat Charges will be based both on the price per seat in CLIN 0015AA (and 0115AA if option is exercised) and CLIN 0015AB (and 0115AB if option is exercised);
- j. For video seats with the CLIN 0015AC (and 0115AC if option is exercised) upgrade ordered, the Quarterly Seat Charges will be based both on the price per seat in CLIN 0015AA (and 0115AA if option is exercised) and CLIN 0015AC (and 0115AC if option is exercised); and
- k. For video seats with the CLIN 0015AD (and 0115AD if option is exercised) upgrade ordered, the Quarterly Seat Charges will be based both on the price per seat in CLIN 0015AA (and 0115AA if option is exercised) and CLIN 0015AD (and 0115AD if option is exercised).

4. **Root Cause Analysis or "RCA"** – shall mean a review, conducted by Contractor with Government assistance, of an SLAPC failure or problem to determine the primary or "root" cause of the failure.

5. **Service Area** – shall mean one of the four (4) areas of service, to which the various SLAPCs are allocated, as shown in the table in section 6.15.1.3. The four Service Areas are: End-User Services, Network Performance, Network Availability and Security.
6. **Service Area Credit Percentage or “SACP”** – shall mean the percentage allocated to any one of the Service Areas. The percentages assigned are as follows: End User Services (25%), Network Performance (25%), Network Availability (35%) and Security (15%).
7. **SLA Performance Category or “SLAPC”** – shall mean a specific service level requirement within an individual service level in Attachment 2A or Attachment 2B.
8. **SLA Performance Category Variance or “SLAPCV”** – shall mean the situation where the APM does not meet the SLAPC Target.
9. **SLAPC Target** – shall mean the required target value(s) associated with a Level of Service within a SLAPC and identified as such in Attachment 2A or Attachment 2B.

6.15.1.2 SERVICE LEVEL VARIANCES

If there is an SLAPCV, the Contractor will complete an RCA within 60 days. If the RCA shows that the SLAPCV was not substantially caused by the Contractor or was caused by an event set forth in Section 6.15.2, then the SLAPCV will not be used for purposes of determining whether a credit could become due. If the RCA shows that (1) the SLAPCV was not substantially caused by the Contractor or was caused by an event set forth in Section 6.15.2, and (2) the SLAPCV condition continues for 6 consecutive months, the Government and the Contractor agree to negotiate, in good faith, appropriate reductions to the applicable SLAPC Target including the extent to which the failure to attain such SLAPC Target was not substantially caused by the Contractor.

6.15.1.3 SERVICE AREAS

The table below sets out for each Service Area the following: the SLAPCs, the SACP, and the number of SLAPCs which must fail in a quarter for that Service Area to have failed for the quarter. The SLAPCs in the columns titled “Increment 1 SLAPCs” and “Transition SLAPCs” are in effect as of October 1, 2004. The SLAPCs in the column titled “Increment 2 SLAPCs” become effective upon mutual agreement of the parties. Upon the Increment 2 SLAPCs for a Service Area becoming effective, the Transition SLAPCs for that Service Area will cease and no longer be measured or otherwise apply.

SLAPC Number	Increment 1 SLAPCs	SLAPC Number	Transition SLAPCs	SLAPC Number	Increment 2 SLAPCs
Service Area: End User Services		SACP: 25%			
101	End User Problem Resolution				
103.6	Problem Resolution for Access to Government Applications				
104.1.1	Average Speed of Answer-Telephone Calls				
				104.1.2	Average Speed of Answer-Voice Mail/Email
104.2	Call Abandonment Rate				
104.3	First Call Resolution				

SLAPC Number	Increment 1 SLAPCs	SLAPC Number	Transition SLAPCs	SLAPC Number	Increment 2 SLAPCs
105	Move, Add, Change				
Service Area: Network Performance		SACP: 25%			
		204.2	Directory Services Responsiveness – Network Connected (Site)	103.1.2	Email End to End Performance
		225.2	BAN/LAN Communication Services Latency (Site)		
		203.3	E-Mail Services Performance of E-Mail Transfer (NOC)	103.1.4	Email Client Responsiveness
		231.2	DNS Latency (Site)	103.2	Web/Portal Services End to End Performance
		206.1	Web Access Services Availability		
		206.2	Web Access Services Performance (Site)		
		211.1	NIPRNET Access Availability		
		211.2	NIPRNET Access Latency/Packet Loss (Site)		
		226A.1	Proxy and Caching Service Availability (NOC)		
103.3.2	File Share Services Client Responsiveness				
103.5	Network PKI Logon Services Client Responsiveness				
103.7.2	RAS Services Client Responsiveness				
107.2	Latency/Packet Loss				
107.3	Voice and Video Quality of Service				
Service Area: Network Availability		SACP: 35%			
102	Network Problem Resolution				
		204.1	Directory Services Availability	103.1.1	User E-mail Availability
		225.1	BAN/LAN Communication Services Availability (Site)		
		231.1	DNS Availability		
103.1.3	E-Mail Server Service Availability				
103.3.1	File Share Server Availability				
103.4	Print Server Service Availability				
103.7.1	RAS Service Availability				
103.8	PDA Service Availability				
107.1	Intranet Availability				
Service Area: Security		SACP: 15%			
106.2	Security Event Reporting				
106.3	Security Event Response				
106.4	Configuration Management				
	Total SLAPCs: 21		Total SLAPCs: 12		Total SLAPCs: 5

6.15.1.4 CALCULATION OF CREDIT

Credits will be calculated separately for the Navy and USMC based on Quarterly Seat Charges for each quarter of each Program Year.

6.15.1.4.1 A credit will be due if one or more Service Areas fails. A Service Area fails if the number of SLAPCs that fail equals or exceeds the numbers indicated below:

Service Area	Increment1/Transition SLAPCs	Increment 2
End User Services	2	2
Network Performance	3	3
Network Availability	3	2
Security	2	2

An SLAPC with 2 or more SLAPCVs in a quarter fails for that quarter.

6.15.1.4.2 The credit will be determined as follows:

If one Service Area fails in a quarter, the formula shall be as follows: At Risk Percentage times the SACP for the Service Area that fails times the applicable Quarterly Seat Charges; or

If two Service Areas fails in a quarter, the formula shall be as follows: At Risk Percentage times the SACP for the first Service Area that fails times the applicable Quarterly Seat Charges, plus At Risk Percentage times the SACP for the second Service Area that fails times applicable Quarterly Seat Charges; or

If three or more Service Areas fail in a quarter, the formula shall be as follows: At Risk Percentage times the applicable Quarterly Seat Charges.

6.15.1.4.3 Credits will be calculated within 60 days of the end of each quarter. The credits, if any, shall be deducted from any incentives earned under Section 6.14 and there shall be no right to deduct against invoices for services (but this shall not preclude deduction from the invoice for an incentive earned). If, at the time of application of the credit, either no such incentives have been earned or the credit exceeds the incentives earned, the Contractor shall provide either new services (i.e., services other than those being provided under the contract at the time of the credit) that can be completed within the current fiscal year or a remittance to the United States Treasury (this remittance applies only to the last month in each fiscal year or if the proposed new services cannot be completed within the current fiscal year) in an amount equal to the credit or excess thereof, as applicable.

6.15.2 EXCEPTION TO SERVICE DOWNTIME CREDIT TERMS

The Contractor will not be assessed a credit for a failure to meet any SLAPC where such failure can be attributable to any of the following:

- The causes described in FAR Section 52.212-4(f);
- Acts, errors, omissions, or breaches of the agreement by the Government or its suppliers;

- Willful misconduct, infringement of third party proprietary rights or violations of copyright by the Government or its suppliers;
- Contractor owned equipment that has been identified by Contractor to be beyond useful life or unserviceable and the Government prevents Contractor from taking it out of service;
- Execution of the Disaster Recovery Plans in support of a declared disaster;
- Problems resulting from components (hardware, software, network, maintenance) which either the Government owns, leases, manages or licenses or for which Government is operationally and administratively responsible;
- If an SLAPCV occurs due to causes beyond the control and without the fault or negligence of the Contractor;
- Contractor exceeding response times, downtime, trouble tickets or otherwise experiencing delays or impacts relating to either DISN performance or the migration to GIG-BE. This exception shall only continue until the earliest of (1) Government and DISA agree upon service levels that reflect the agreed upon DISA allocation of the SLA Target, or (2) EDS and DISA enter into an agreement for DISN service, or (3) Government and Contractor modify this Contract to reflect a migration from DISN to full commercial provisioning of the backbone;
- Scheduled downtime, pre-approved by Government.”

F. “Add a new Section 5.21 – Administration of SLAs as follows:

“5.21 Administration of SLAPCs

5.21.1 For purposes of determining when and whether a seat is meeting its applicable SLAPCs in this contract, the following rules apply:

- (a) in order to achieve full payment under Section 5.9.2.3.2.1, a data seat will have to meet only the SLAPCs identified as “Increment 1 SLAPCs” and “Transition SLAs” in the table in Section 6.15.1.3 and the Additional SLAPCs in Attachment 2D;
- (b) in order to achieve full performance under Section 5.9.2.3.2.2, a data seat will have to meet only either (i) the SLAPCs identified as “Increment 1 SLAPCs” and “Transition SLAs” in the table in Section 6.15.3 or (ii) the SLAPCs identified as “Increment 1 SLAPCs” and “Increment 2 SLAPC” in the table in Section 6.15.3, whichever is then in effect and the Additional SLAPCs in Attachment 2D ;
- (c) in regards to eligibility for full payment under Section 5.9.2.3.2.1, payment for improved SLAPC performance under Section 5.9.2.3.2.1.1 or full performance under Section 5.9.2.3.2.2, a data seat has to meet only those SLAPCs in effect in the month for which eligibility is being determined.
- (d) All SLAPCs that are met in either the month to which an invoice relates or in both of the two months prior to the month to which an invoice relates are considered “met” for

purposes of determining if the associated SLAPC has been met (this is the "2 out of 3" rule), as used in paragraphs (a) through (c) preceding. The exception to the 2 out of 3 rule exists when a SLAPC is measured for the first or second time since data does not exist for two months prior to the month to which an invoice relates. In this situation, the actual performance toward the SLAPC score must at least meet the SLAPC Target in the month to which an invoice relates to be considered "met". For the months of October and November 2004, the 2 out of 3 rule may be satisfied through a combination of meeting either the SLAPCs in effect in August or September or the SLAPCs in effect in October.

- (e) If the Government is responsible for measuring and reporting a SLAPC, the failure of the Government to either implement a valid performance measurement process or to measure or report the SLAPC for a period within the required timeframe will result in an N/A ("Not Applicable") score for that period. SLAPCs with this score are therefore "Not Applicable" to the determination of whether all applicable SLAPCs are met for such a period. However, if the Government measure requires data from Contractor, the data must be provided in a timely manner for the Government to complete its measurements otherwise the SLAPC will be assessed as having failed.
- (f) SLAPCs with reported scores of "No Tickets", or "No Activity" at sites where service was delivered during the reporting month or a month prior, will result in the Contractor passing that SLAPC for that period.
- (g) SLAPCs are measured for the period of time (e.g., monthly or semi-annually) specified by the contract. For those SLAPCs which are not measured on a monthly basis, the results for the last reporting period will continue to apply until the SLAPC is measured and reported again. For the purpose of "meeting the SLAPC" determination, SLAPCs may be measured and reported over a shorter period, if mutually agreed.
- (h) SLAPCs associated with services that have not been ordered at a site will not be used in either the determination of eligibility for full payment, payment for improved SLAPC performance or full performance for that site or assessment of credits.
- (i) Scores for SLAPCs measured at the Enterprise level are applied to all seats eligible for full payment, payment for improved SLAPC performance and/or full performance for that period.
- (j) Scores for SLAPCs measured at the Network Operations Center (NOC) level are applied to all sites that the NOC provides primary services to that are eligible for full payment, payment for improved SLAPC performance and/or full performance for that period.
- (k) Unless otherwise set forth in a SLAPC, all references to time shall refer to local time at the applicable location.
- (l) Measurement of the SLAPCs may be suspended for a period of October 1, 2004 through October 8, 2004 while systems are updated to measure and report on the SLAPCs that went into effect October 1, 2004. For the month of October 2004, the

SLAPCs data collected from October 9, 2004 through October 31, 2004 will be used to determine "pass" or failure of SLAPCs for that month.

- (m) SLAPCs that are aggregated at the "Service Enterprise Level" means that all applicable U.S. Navy sites are aggregated for the U.S. Navy enterprise result and all applicable U.S. Marine Corps sites are aggregated for the U.S. Marine Corps enterprise result. Unless Service Enterprise Level is specifically referred to within an SLAPC, enterprise aggregation will include all Department of Navy sites subject to that SLAPC measurement.

5.21.2 If an invoice is presented for seats at full payment, payment for improved SLA performance or full performance and if the Government disagrees that the seats on such invoice are so eligible, then within 7 days of presentment, the Government will reject the invoice and provide Contractor the reasons for such rejection.

5.21.3 Government acknowledges that the processes used to measure performance of SLAPCs in Attachment 2A (other than Increment 2 SLAPCs and SLAPC 107.3), Attachment 2B and Attachment 2D (other than those to become effective in January 2005) have satisfactorily completed all requisite validation and no further validation shall be required to determine Contractor's compliance with the SLAPCs for the processes for measurement in effect as of September 30, 2004. These processes shall be followed in the measurement and reporting of the performance of such SLAPCs beginning October 1, 2004.

5.21.4 Government and Contractor agree that Contractor shall only be required to provide the services and deliverables set forth in Attachment 2D for data seats at a Site until such data seats are at full performance in Section 5.9.2.3.2.2. At such time, the SLAPCs in Attachment 2D no longer apply for that Site. All the rules of Section 5.21.1 shall apply to the SLAPCs in Attachment 2D. These SLAPCs shall not be used in the calculation of any credits under Section 6.15.

5.21.5 The Contractor will not be responsible for a failure to meet any SLAPC for the reasons set forth in Section 6.15.2.

5.21.6 Unless otherwise agreed, Contractor will use the same SLAPC report format for all Services (U.S. Navy and U.S. Marine Corps)."

G. Add a new Section 5.22 – Contract Data Requirements List as follows:

"5.22 Contract Data Requirements List

Contractor shall deliver the reports identified in Attachment 1B in the timeframes and with the data described for each report in the attachment. All such reports shall be posted in a format specified by the Contractor for on-line access by the Procuring Contract Officer and other Government personnel designated by the Procuring Contracting Officer."

H. Attachment 1 - Statement of Objectives is deleted in its entirety and replaced with the Attachment 1 – Statement of Objectives attached hereto as Exhibit A.

I. Add Attachment 1B – Contract Data Requirements List, attached hereto as Exhibit B.

- J. Attachment 2 – SERVICE LEVEL AGREEMENTS is deleted in its entirety and replaced with the Attachment 2A – Service Levels, Attachment 2B – Transition Service Levels, and Attachment 2D – Additional Service Level Agreements, attached hereto as Exhibits C, D and E, respectively.
- K. Add Attachment 2C – Old Service Level Agreements Mapping, attached hereto as Exhibit F. Government and Contractor are attaching this solely for the purposes of (a) showing how the SLAPCs in effect prior to September 30, 2004 changed to the SLAPCs that became effective as of October 1, 2004, and (b) modifying the SLAPC references to Attachment 2 in the CLIN descriptions, which will be done in a subsequent Administrative Modification. Until such Administrative Modification is signed, this mapping will be used for SLAPC compliance.
- L. Part 3 – List of Attachments is deleted in its entirety and replaced with the following:

Part Three – List of Attachments

Attachment 1	Statement of Objectives, Revision #3
Attachment 1A	Integrated Master Schedule
Attachment 1B	Contract Data Requirements List
Attachment 2A	Service Level Agreements, Revision #3
Attachment 2B	Transition Level Service Agreements
Attachment 2C	Old Service Level Agreements Mapping
Attachment 2D	Additional Service Level Agreements
Attachment 3	Shore Rotation Requirements
Attachment 4	NMCI Security Requirements
Attachment 5	NMCI Security Policy
Attachment 6	NMCI Security Functions Concept of Operations (CONOPS)
Attachment 7	Contract Security Classification Specification, Revision # 5
Attachment 8	NMCI Specifications – SMART Card
Attachment 9	Configuration Management
Attachment 10	NMCI Interface Control Document, Revision # 1
Attachment 11	Subcontracting Plan
Attachment 12	Commercial Off The Shelf (COTS) Catalog
	Exhibit A – Workstation Additional Services - Monthly Service Pricing 1
	Exhibit B – Portable Workstation Additional Services - Monthly Service Pricing 1
	Exhibit C – Peripheral Additional Services - Monthly Service Pricing 1
	Exhibit D – RESERVED- Software Additional Services - Monthly Service Pricing 1
	Exhibit E – Workstation Additional Services - Monthly Service Pricing 2
	Exhibit F – Portable Workstation Additional Services - Monthly Service Pricing 2
	Exhibit G – Peripheral Additional Services - Monthly Service Pricing 2
	Exhibit H – RESERVED -Software Additional Services - Monthly Service Pricing 2
Attachment 13	TFW Operational and Test Portal Upgrade Capability
Attachment 14	Mentor Protégé Agreement between EDS and MORI Associates

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES CONTAINED HEREIN.

All other terms and conditions of this contract remain unchanged and in full force and effect.

Exhibit A

[attach]

Exhibit B

[attach]

Exhibit C

[attach]

Exhibit D

[attach]

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Exhibit E

[attach]